

APPETITE FOR DISCUSSION
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EXHIBITA

(Exhibit 17, 18, 26, and Exhibit N)

APPETITE FOR DISCUSSION

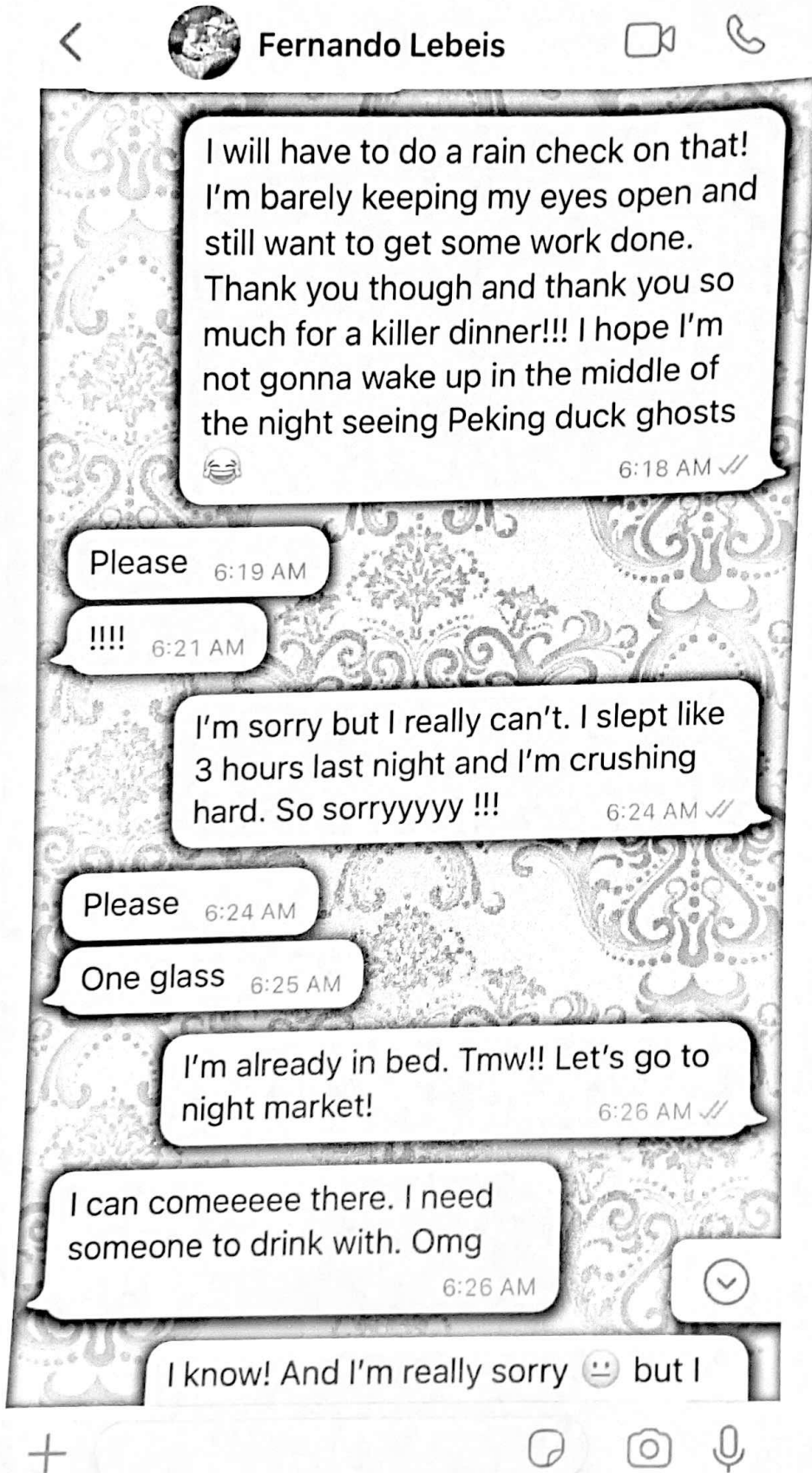
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EXHIBIT 17

6:01

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EXHIBIT 18

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Nov 5, 2016 at 9:25 AM

Do you want me to go to the soundcheck ? I have a lot of editing to do from last night show and I took plenty of photos and videos at the soundcheck yesterday.so we have a lot of material. Please let me know:) thank you

No

Come give me a back massage.

Haha

Ok so no soundcheck . Thank you. See you later then

2:14

#10443

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FL

Fernando

Feb 15, 2017 at 3:20 PM

Hey. So the conference call is at noon our time, right? Where do you want me to meet you so we can hop on it together?

Fe?

Hey there chá chi

Hey

So where do you want to meet?

I am out of the hotel, sorry
sugarbabe.

Ah so we are not doing the call
then?

Yeah conference call. Just can't
do t together.

Ok

Hey you jumping on?



iMessage



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EXHIBIT 26

Gundam Touring Services U.S. LLC

c/o LL Business Management
5950 Canoga Ave., Suite 510
Woodland Hills, CA 91367
Attn.: Bernie Gilhuly

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Dated as of: August 1, 2021

Katarina Benzova

Re: **Crew Member Employment Memorandum**

Dear Katarina:

It is our pleasure to offer you a position as Tour Photographer of Guns N' Roses for the upcoming tour. The purpose of this memorandum is to outline the salient terms of your employment and cannot be changed unless agreed to, in writing, between us.

Commencement Date: August 1, 2021 – October 3, 2021.

Position: Photographer.

Services: You will render services as an employee-for-hire as a production crew member.

Tour Salary: \$40,000.00 (total).

Travel: Business class. Single room hotel accommodations and will be consistent with arrangements made for other crew members.

Per Diems: \$50/day for international; \$40/day for domestic (including Canada/Mexico).

Exclusivity: Your services will be exclusive to us during the term of your agreement.

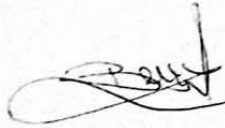
Work For Hire: You acknowledge and agree that the results and proceeds of your services rendered during the Term will be on a "work-for-hire" basis. We shall own the copyrights and all intellectual property rights to all of the video and photographs created by you during the term of your employment. In addition, we shall have the right, but not obligation to use your name, likeness, voice and biographical material in connection with the results and proceeds of your services hereunder.

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**Confidentiality &
Nondisclosure:**

As a condition of your employment, you will be required to enter into a separate confidentiality and nondisclosure agreement with respect to confidential information you are exposed to during the term of your agreement. Additionally, you agree to keep the terms of your employment and related agreements confidential and not discuss with any party, other than our management and legal team and your legal and financial advisors.

If you are in agreement with the basic terms of your employment as outlined above, please acknowledge such acceptance by signing below.



Katarina Benzova

08/28/2021

Date

CONFIDENTIALITY AGREEMENT**APPETITE FOR DISCUSSION**

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As a material inducement for Katarina Benzova (whether as an assistant, tech, employee, agent or independent contractor, for purposes of this Agreement only, hereinafter referred to as "Contractor") to be hired by Gundam Touring Services U.S. LLC and/or any of its affiliated entities (collectively, any and all such entities to be referred to herein as "Gundam") or an entity owned or controlled by Gundam, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor agrees to enter into this Confidentiality Agreement and to strictly comply with its terms and conditions. This Confidentiality Agreement shall not alter Contractor's status as an "at-will" employee, or other contractual status, if applicable and Contractor's signature hereinbelow shall, in addition to ensuring Contractor's assent to the terms of this Confidentiality Agreement, shall confirm and acknowledge that Contractor is an at-will employee and may be terminated from employment for any time and for any reason.

1. CONFIDENTIAL INFORMATION:

Contractor acknowledges and agrees that during the term of his/her employment, Contractor has, or will have, learned, obtained, acquired, and become aware of (herein "acquire") information and items, and may in the future acquire information and items, relating to or concerning: (a) Gundam, family, friends, associates and employees of the group known as "Guns N' Roses" (collectively, "Related Parties"); (b) private and confidential matters concerning Guns N' Roses ("the Group") or any Related Parties; (c) financial, business, medical, legal, personal and contractual matters of, or pertaining to, the Group or any Related Parties; and (d) any letter, memorandum, contract, photograph, film or other document or writing pertaining in any way to the Group or any Related Parties. Contractor further acknowledges and agrees that all of the information and items described in the foregoing sentence that Contractor acquires during the term of his or her employment is private and confidential and that it is exclusively owned and controlled by the Group (herein collectively referred to as "Confidential Information"). The foregoing shall not be construed to prevent Contractor from disclosing information, limited to the extent absolutely necessary, to outside vendors providing goods and services to the Group.

2. AGREEMENT NOT TO DISCLOSE:

Contractor expressly agrees that he or she shall not (except (a) to Contractor's attorney, accountant or other adviser; (b) as otherwise required of Contractor by law; (c) in order for Contractor to exercise his or her rights or remedies and to perform the services required of Contractor with respect to his or her employment; or (d) as authorized by the Group in writing) directly or indirectly, verbally or otherwise, either during, or after, the term of Contractor's employment by the Group, publish, disseminate, disclose, or cause to be published, disseminated or disclosed, (herein "disclosure") any

Confidential Information to any person, firm or entity whatsoever, including, but not limited to, newspapers, periodicals, magazines, publications, television stations radio stations, publishers, and any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for, or on behalf of, any of said entities (herein "Third Parties").

3. **DISCLOSURE IS WRONGFUL:**

Contractor acknowledges that the members of the Group are a public figure and substantial effort and expense have been dedicated to limit the constant efforts of the press, other media, and the public to learn business affairs involving the Group, and that Contractor understands that part of his or her employment responsibilities require Contractor's protection of the Confidential Information. Contractor further acknowledges that any disclosure by Contractor to any Third Party of any Confidential Information shall constitute a breach of the terms of Contractor's employment, and shall constitute a breach of trust and confidence, a breach of fiduciary duty, invasion of privacy, and a misappropriation of Gundam's exclusive Property rights and may constitute fraud and deceit.

4. **PROPERTY RIGHTS:**

Contractor acknowledges Gundam's substantial and valuable Property rights and other proprietary interests in Gundam's exclusive possession. Use of the Confidential Information acquired by Contractor during his or her employment by Gundam will be a violation of Gundam's valuable property rights. Contractor agrees to return to Gundam all tangible Confidential Information in Contractor's possession or control upon Gundam's demand and, in any event, at the conclusion of Contractor's employment. Further, Contractor acknowledges that the results and proceeds of all of Contractor's services to Gundam and all materials provided to Contractor in the performance of his or her services to Gundam, including without limitation rights of copyright, trademark, personal property and all other rights in and throughout the world, are deemed owned by Gundam.

5. **PHOTOGRAPHY OR LIKENESSES:**

Contractor expressly agrees that during the term of Contractor's engagement by Gundam, Contractor shall not take any photographs, movies, videos, or make any sketches, depictions or other likeness of members of the Group or their family, friends, associates or employees ("Images"), all of which shall constitute Confidential Information under this Agreement. Excluded from this provision will be Images created by the Contractor in performance of the Contractor's job responsibilities and obligations for Gundam.

6. **DISGORGEMENT OF MONIES:**

A breach of this Agreement, by Contractor's disclosure of any Confidential Information to any Third Party, shall render Contractor liable to Gundam for any and all damages and injuries incurred by Gundam as a result thereof, and shall obligate Contractor to account to Gundam and turn over to Gundam any and all monies, profits, or other consideration, or benefits, which Contractor derives from any disclosure or exploitation of any of the Confidential Information obtained by Contractor during the term of his or her employment, without prejudice to any other rights or remedies, legal or equitable, that Gundam may have as a result of a violation of the terms hereof.

7. **PERSONAL BEHAVIOR**

Contractor shall not possess any illegal or unlicensed property or substance, including, but not limited to, firearms, narcotics, etc., during Contractor's service for Gundam. Further, and without limitation of the foregoing, Contractor shall not at any time place any firearm and/or narcotic or other drug on any vehicle or in any location owned or leased by Gundam including, without limitation, buses, vans, automobiles, etc. Any action taken contrary to the foregoing provisions of this paragraph shall be deemed a breach of this Confidentiality Agreement.

8. **LIQUIDATED DAMAGES:**

Contractor agrees that any breach or violation by Contractor of any of the terms or provisions of this Agreement, by disclosure to any Third Parties of Confidential Information shall result in substantial damages and injury to Gundam, the precise amount of which would be extremely difficult or impracticable to determine, even after the parties have made a reasonable endeavor to estimate fair compensation for such potential losses and damages to Gundam. Therefore, Contractor further agrees that, in addition to Gundam being entitled to recover from Contractor the full amount of any and all money or other consideration paid to Contractor in connection with the disclosure by Contractor of any Confidential Information, in violation of the terms hereof, Contractor will also be obligated to pay, and agrees to pay to Gundam, the sum of Twenty-Five Thousand Dollars (\$25,000) as a reasonable and fair amount of liquidated damages to compensate Gundam for any loss or damage resulting from each breach by Contractor of the terms hereof. The parties hereto further agree that such sum bears a reasonable and proximate relationship to the actual damages which Gundam will suffer from each breach of the terms of this Agreement.

9. **INJUNCTIVE RELIEF:**

Contractor acknowledges and agrees that any disclosure by Contractor to Third Parties of any Confidential Information will cause irreparable harm to Gundam, which damages and injuries will not be measurable or susceptible to calculation. Contractor further acknowledges and agrees that any breach or threatened breach of the Agreement due to the unauthorized disclosure or threatened disclosure by Contractor to Third Parties of any Confidential Information shall entitle Gundam to obtain an ex parte restraining order, preliminary injunction and permanent injunction (herein "Injunctive Relief") preventing the disclosure, or any further disclosure, of Confidential Information protected by the terms hereof.

10. **RESOLUTION OF DISPUTES:**

(a) In the event a dispute arises concerning any of the provisions of this Agreement, it shall be submitted to and decided by the Los Angeles Superior Court ("Court").

(b) Since a public hearing to enforce any of the provisions contained in this Agreement might cause disclosure of Confidential Information contrary to the intent of the parties, the parties hereby stipulate that, in the event there is litigation of any of the provisions in the Agreement, the Court file shall be sealed and the Court may issue a protecting order prohibiting the disclosure of any of the Confidential Information, and limiting the disclosure of any other information obtained through discovery proceedings.

11. **RELEASE:**

Gundam may, without notifying Contractor, notify any subsequent employer or contractor of Contractor of the rights and obligations of Contractor and Gundam under this Agreement. Gundam's policy regarding post-termination "references" or "recommendations" is to consider any request by Contractor to provide a written reference only upon the prior delivery by Contractor of a release agreement to Gundam, in a form acceptable to Gundam, and the Contractor shall have no right or expectation to any consideration of any such reference without the prior delivery of such a release. In no event shall Contractor have any right or expectation to a reference with content otherwise unacceptable to Gundam.

12. **DISCLOSURE OF THIS AGREEMENT:**

Contractor agrees to keep this Agreement and its terms and provisions strictly confidential and not to disclose the same to any Third Party.

13. **ATTORNEY'S FEES:**

In the event of any breach, or threatened breach, by Contractor of any of the terms of this Agreement, the prevailing party is entitled to recover his or her reasonable attorneys' fees and costs incurred in connection with any action or proceeding arising out of, or relating to, any such breach or threatened breach.

14. **APPLICABLE LAW:**

This Agreement, and any dispute or controversy relating to the existence, validity, meaning interpretation, or alleged breach of this Agreement, shall in all respects be interpreted, enforced and governed by the laws of the State of California.

15. **SEVERABILITY:**

If any term or provision of this Confidentiality Agreement is inconsistent with any law, state or regulation, or is invalid or unenforceable for any reason, such a term or provision shall be deemed curtailed and limited to the extent necessary to achieve consistency, validity, or enforceability, as the case may be, but such term or provision shall only be so curtailed and limited to the extent necessary to achieve the same, and the balance of this Confidentiality Agreement shall remain in full force and effect.

16. **INTEGRATION:**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no terms other than those contained herein. No supplement, modification, or termination of this Agreement shall be deemed valid unless executed in writing after the date hereof by the parties hereto.

17. **VOLUNTARY AGREEMENT:**

Contractor has entered into this Agreement freely and voluntarily, and Contractor acknowledges that she either consulted with independent counsel before entering into this Agreement, or had the opportunity to do so, but elected not to.

This Agreement is executed as of this 1st day of August, 2016.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

"Contractor:

Gundam Touring Services U.S. LLC

Printed Name: Katarina Benzova
Date Signed: 08/28/2021

By: _____

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Alan S. Gutman, SBN 128514
Matthew E. Hess, SBN 214732
John Juenger, SBN 225201
GUTMAN LAW
9350 Wilshire Blvd., Ste. 350
Beverly Hills, CA 90212
Telephone: 310-385-0700
Email: alangutman@gutmanlaw.com
mhess@gutmanlaw.com
johnjuenger@outlook.com

Attorneys for Plaintiffs and Counter-Defendants GUNDAM TOURING
SERVICES US, LLC, GUNDAM PRODUCTIONS, LLC and
WATERHEAD INTERNATIONAL, INC. and Third-Party Defendant
TEAM BRAZIL MANAGEMNT, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GUNDAM TOURING SERVICES
US, LLC; GUNDAM
PRODUCTIONS, LLC; and,
WATERHEAD INTERNATIONAL,
INC.,

Plaintiffs,

v.

KATARINA BENZOVA,
Defendant.

Case No.: 2:23-CV-08968 FMO (Ex)

**PLAINTIFF GUNDAM
PRODUCTIONS, LLC'S FURTHER
RESPONSE TO DEFENDANT
KATARINA BENZOVA'S REQUEST
FOR ADMISSION, SET ONE**

AND RELATED COUNTER-CLAIM
AND THIRD-PARTY COMPLAINT.

PROPOUNDING PARTY: Defendant Katarina Benzova

RESPONDING PARTY: Plaintiff Gundam Productions, LLC

SET NUMBER: One (1)

PRELIMINARY STATEMENT

Responding Party has not fully completed the investigation of the facts
relating to this case, has not fully completed its discovery in this action and has not
completed its preparation for trial. The responses contained herein are based only

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1 upon such information and documents as are presently available to and specifically
2 known to this Responding Party; disclosure is made only to those contentions
3 which presently occur to such Responding Party. It is anticipated that further
4 discovery, independent investigation, legal research and analysis will supply
5 additional facts, add meaning to the known facts, as well as establish entirely new
6 factual conclusions and legal contentions, all of which may lead to substantial
7 additions to, changes in and variations from the contentions herein set forth. The
8 following responses to propounding party's interrogatories are given without
9 prejudice to Responding Party's right to produce evidence of any subsequently
10 discovered facts which this Responding Party may later recall. Responding Party
11 accordingly reserves the right to change any and all responses herein as additional
12 facts are ascertained, analyses are made, legal research is completed and
13 contentions are made. The responses contained herein are made in a good faith
14 effort to supply as much factual information and as much specification of legal
15 contentions as is presently known, but in no way should be interpreted so as to the
16 prejudice of Responding Party in relation to further discovery, research or analysis.

17
18 FURTHER RESPONSE

19 REQUEST FOR ADMISSION NO.4:

20 PLEASE ADMIT that YOU never asked KATARINA BENZOVA for her
21 permission to use the photographic copyrights taken in connection with the band
22 GUNS' N' ROSES since 2010.

23 FURTHER FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 4:

24 Denied. Defendant entered into agreements with Plaintiffs pursuant to which
25 it was understood Plaintiffs owned all copyright interests in the photographs
26 Defendant was paid to take.

27 //

28 //

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REQUEST FOR ADMISSION NO.5:

PLEASE ADMIT that YOU never asked KATARINA BENZOVA for her permission to use the photographic copyrights taken in connection with the band GUNS' N' ROSES when YOU distributed it to Classic Rock Magazine.

FURTHER FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Responding Party is not presently aware if it asked Defendant "for her permission to use the photographic copyrights taken in connection with the band GUNS' N' ROSES" on this specific occasion, but Plaintiffs understood they owned all copyright interests in the photographs Defendant was paid to take.

REQUEST FOR ADMISSION NO.6:

PLEASE ADMIT that YOU never asked KATARINA BENZOVA for her permission to use the photographic copyrights taken in connection with the band GUNS' N' ROSES when YOU distributed it to Rolling Stone Magazine

FURTHER FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Responding Party is not presently aware if it asked Defendant "for her permission to use the photographic copyrights taken in connection with the band GUNS' N' ROSES" on this specific occasion, but Plaintiffs understood they owned all copyright interests in the photographs Defendant was paid to take.

REQUEST FOR ADMISSION NO.7:

PLEASE ADMIT that YOU never asked KATARINA BENZOVA for her permission to use the photographic copyrights taken in connection with the band GUNS' N' ROSES when YOU corresponded Stuff Magazine.

FURTHER FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Responding Party is not presently aware if it asked Defendant "for her permission to use the photographic copyrights taken in connection with the band GUNS' N' ROSES" on this specific occasion, but Plaintiffs understood they

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1 owned all copyright interests in the photographs Defendant was paid to take.

2
3 REQUEST FOR ADMISSION NO.8:

4 PLEASE ADMIT that YOU never asked KATARINA BENZOVA for her
5 permission to use the photographic copyrights taken in connection with the band
6 GUNS' N' ROSES when YOU corresponded with any third parties.

7 FURTHER FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 8:

8 Responding Party is not presently aware if it asked Defendant "for her
9 permission to use the photographic copyrights taken in connection with the band
10 GUNS' N' ROSES" on this specific occasion, but Plaintiffs understood they
11 owned all copyright interests in the photographs Defendant was paid to take.

12
13 REQUEST FOR ADMISSION NO.9:

14 PLEASE ADMIT that YOU never asked KATARINA BENZOVA for her
15 permission to use the photographic copyrights taken in connection with the band
16 GUNS' N' ROSES when YOU distributed it to Ultimate Classic Rock Magazine.

17 FURTHER FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 9:

18 Responding Party is not presently aware if it asked Defendant "for her
19 permission to use the photographic copyrights taken in connection with the band
20 GUNS' N' ROSES" on this specific occasion, but Plaintiffs understood they
21 owned all copyright interests in the photographs Defendant was paid to take.

22
23 REQUEST FOR ADMISSION NO.10:

24 PLEASE ADMIT that FERNANDO LEBEIS told KATARINA BENZOVA
25 that he loved her.

26 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 10:

27 Admitted.

28 //

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1 REQUEST FOR ADMISSION NO.11:

2 PLEASE ADMIT that YOU have submitted documentation to third parties
3 (e.g., distributors, platforms, courts) asserting that you are the owner of THE
4 WORK IN QUESTION.

5 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 11:

6 Admitted Responding Party filed this action in which it asserted holding
7 copyright interests in photographs Defendant was paid to take.

8
9 REQUEST FOR ADMISSION NO.12:

10 PLEASE ADMIT that FERNANDO LEBEIS told KATARINA BENZOVA
11 to drink wine with him in his hotel room.

12 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 12:

13 Admitted.

14
15 REQUEST FOR ADMISSION NO.13:

16 PLEASE ADMIT that FERNANDO LEBEIS told KATARINA BENZOVA
17 to give him a back massage in his hotel room

18 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 13:

19 Admitted once in 2016 Fernando Lebeis sent a text message saying “Come
20 give me a back massage.”

21
22 REQUEST FOR ADMISSION NO.14:

23 PLEASE ADMIT that the members of GUNS N’ ROSES were aware
24 DEFENDANT was an independent contractor.

25 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 14:

26 Admitted Respondent characterized Defendant as an independent contractor.
27 Responding Party lacks sufficient information to admit or deny the request as to
28 every person identified as “members of GUNS N’ ROSES” based on the definition

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1 provided.

2
3 REQUEST FOR ADMISSION NO.15:

4 PLEASE ADMIT that YOU reproduced, distributed, or displayed the
5 WORK IN QUESTION without obtaining DEFENDANT’S permission.

6 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 15:

7 Denied. Defendant entered into agreements with Plaintiffs pursuant to which
8 it was understood Plaintiffs owned all copyright interests in the photographs
9 Defendant was paid to take.

10
11 REQUEST FOR ADMISSION NO.17:

12 PLEASE ADMIT that YOU had knowledge of DEFENDANT’S ownership
13 prior to your claim of ownership of THE WORK IN QUESTION.

14 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 17:

15 Denied. Defendant entered into agreements with Plaintiffs beginning in 2010
16 pursuant to which it was understood Plaintiffs owned all copyright interests in the
17 photographs Defendant was paid to take.

18
19 REQUEST FOR ADMISSION NO.20:

20 PLEASE ADMIT that YOU have sublicensed THE WORK IN QUESTION.

21 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 20:

22 Denied.

23
24 REQUEST FOR ADMISSION NO.23:

25 PLEASE ADMIT that after receiving an evidence preservation letter from
26 KATARINA BENZOVA YOU continued to use THE WORK IN QUESTION.

27 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 23:

28 Admitted that photographs Benzova was paid to take still appear on Guns N’

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1 Roses' social media accounts and website, but such use predates both the
2 registration of the photographs and the letter.

3
4 REQUEST FOR ADMISSION NO.24:

5 PLEASE ADMIT that YOU have publicly claimed ownership of THE
6 WORK IN QUESTION.

7 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 24:

8 Admitted Responding Party filed this action in which it asserted holding
9 copyright interests in photographs Defendant was paid to take.

10
11 REQUEST FOR ADMISSION NO.25:

12 PLEASE ADMIT that use of THE WORK IN QUESTION increased sales
13 or revenue for YOUR business.

14 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 25:

15 Denied.

16
17 REQUEST FOR ADMISSION NO.26:

18 PLEASE ADMIT that YOU removed or altered copyright management
19 information associated with THE WORK IN QUESTION.

20 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 26:

21 Denied.

22
23 REQUEST FOR ADMISSION NO.29:

24 PLEASE ADMIT that Axl Rose owns the domain name
25 www.gunsnroses.com

26 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 29:

27 Admitted that W. Axl Rose is the registrant of the domain name
28 GUNSNROSES.COM.

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1 REQUEST FOR ADMISSION NO.30:

2 PLEASE ADMIT that Axl Rose owns the trademark of Guns N' Roses.

3 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 30:

4 Admitted that W. Axl Rose is the owner of the registered service mark
5 GUNS N' ROSES.

6
7 REQUEST FOR ADMISSION NO.31:

8 PLEASE ADMIT that KATARINA BENZOVA is the rightful owner of
9 THE WORK IN QUESTION.

10 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 31:

11 Admitted that to the extent the works made for hire agreements are not
12 enforceable, Defendant holds copyright interests in the photographs Defendant was
13 paid to take, but Plaintiffs have an irrevocable license to use the photographs.

14
15 REQUEST FOR ADMISSION NO.32:

16 PLEASE ADMIT that each and every photograph within THE WORK IN
17 QUESTION was created after October 3, 2021.

18 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 32:

19 Responding Party lacks sufficient information to admit or deny the request.

20
21 REQUEST FOR ADMISSION NO.33:

22 PLEASE ADMIT that KATARINA BENZOVA never signed any document
23 with YOU after October 3, 2021.

24 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 33:

25 Admitted.

26
27 REQUEST FOR ADMISSION NO.36:

28 PLEASE ADMIT that FERNANDO LEBEIS is the manager of Guns N'

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1 Roses.

2 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 36:

3 Admitted.

4
5 REQUEST FOR ADMISSION No. 37:

6 PLEASE ADMIT that the 2021 DOCUMENT referenced in ¶ 13 of the
7 COMPLAINT was NOT signed by both parties.

8 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 37:

9 Admitted.

10
11 REQUEST FOR ADMISSION No. 40:

12 PLEASE ADMIT that KATARINA BENZOVA did not work exclusively
13 for PLAINTIFFS from AUGUST 2021 to October of 2022.

14 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 40:

15 Responding Party lacks sufficient information as to Defendant's other
16 endeavors to admit or deny the request.

17
18 REQUEST FOR ADMISSION No. 41:

19 PLEASE ADMIT that PLAINTIFFS have stated that PLAINTIFFS own or
20 control the copyrights in photographs contained in VA 2-332-042, VA 2-335-573,
21 and VA-2-335-574.

22 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 41:

23 Admitted Responding Party filed this action in which it asserted holding
24 copyright interests in photographs Defendant was paid to take.

25
26 REQUEST FOR ADMISSION No. 42:

27 PLEASE ADMIT that PLAINTIFFS have stated that PLAINTIFFS own or
28 control the copyrights in photographs contained in VA 2-332-042, VA 2-335-573,

1 and VA-2-335-574 on the website www.gunsnroses.com

2 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 41:

3 Denied.

4
5 REQUEST FOR ADMISSION No. 43:

6 PLEASE ADMIT that there is a GUNS N' ROSES trademark on the right-
7 hand corner of some of the photographs contained in VA 2-332-042, VA 2-335-
8 573, and VA-2-335-574 on the website gunsnroses.com

9 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 43:

10 Admitted that a Guns N' Roses logo appeared on the website that also
11 included photographs Defendant was paid to take.

12
13 REQUEST FOR ADMISSION No. 44:

14 PLEASE ADMIT some of the photographs contained in VA 2-332-042, VA
15 2-335-573, and VA-2-335-574 have remained on the website
16 www.gunsnroses.com as of July 19, 2023

17 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 44:

18 Admitted photographs Defendant was paid to take remained on Guns N'
19 Roses website as of July 19, 2023, which were posted before the photographs were
20 registered.

21
22 REQUEST FOR ADMISSION No. 45:

23 PLEASE ADMIT some of the photographs contained in VA 2-332-042, VA
24 2-335-573, and VA-2-335-574 have been displayed on the website gunsnroses.com
25 since January 13, 2024.

26 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 45:

27 Admitted photographs Defendant was paid to take remained on Guns N'
28 Roses website as of January 13, 2024, which were posted before the photographs

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1 were registered.

2
3 REQUEST FOR ADMISSION No. 46:

4 PLEASE ADMIT some of the photographs contained in VA 2-332-042, VA
5 2-335-573, and VA-2-335-574 have been displayed on the website gunsnroses.com
6 as of July 19, 2023.

7 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 46:

8 Admitted photographs Defendant was paid to take remained on Guns N'
9 Roses website, which were posted before the photographs were registered.

10
11 REQUEST FOR ADMISSION No. 47:

12 PLEASE ADMIT the statement "We own a copyright and, in many
13 instances, patents and other intellectual property in the Site and Content" is on the
14 website www.gunsnroses.com.

15 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 47:

16 Admitted that the website includes the following statement: "The Site and all
17 data, text, designs, pages, print screens, images, artwork, photographs, audio and
18 video clips, and HTML code, source code, or software that reside or are viewable
19 or otherwise discoverable on the Site (collectively, the "Content") are owned by us
20 or our licensors. We own a copyright and, in many instances, patents and other
21 intellectual property in the Site and Content. We may change the Content and
22 features of the Site at any time."

23
24 REQUEST FOR ADMISSION No. 48:

25 PLEASE ADMIT YOU locked KATARINA BENZOVA out of a private
26 drobox in 2022.

27 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 48:

28 Admitted that after Benzova stated she was "not going to go away quietly"

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1 she was denied access to a dropbox.

2
3 REQUEST FOR ADMISSION No. 49:

4 PLEASE ADMIT that FERNANDO LEBEIS has publicly stated that he has
5 20 years experience in the music industry.

6 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 49:

7 Responding Party lacks sufficient information to admit or deny the request.
8

9 REQUEST FOR ADMISSION No. 50:

10 PLEASE ADMIT that FERNANDO LEBEIS is the sister of Vanessa
11 Lebeis.

12 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 50:

13 Admitted.
14

15 REQUEST FOR ADMISSION No. 51:

16 PLEASE ADMIT that FERNANDO LEBEIS is the son of Beta Lebeis.

17 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 51:

18 Admitted.
19

20 REQUEST FOR ADMISSION No. 52:

21 PLEASE ADMIT that FERNANDO LEBEIS is the manager for no other
22 rock band except GUNS N' ROSES.

23 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 52:

24 Admitted.
25

26 REQUEST FOR ADMISSION No. 53:

27 PLEASE ADMIT that FERNANDO LEBEIS, on October 28, 2022, sent a
28 DOCUMENT to DEFENDANT entitled 10.25.2022- Katarina Benzova.

1 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 53:

2 Admitted.

3
4 REQUEST FOR ADMISSION No. 54:

5 PLEASE ADMIT at the footer of the website www.gunroses.com there is
6 information that states: "Copyright © 2024 Guns N' Roses" ; and "Guns N Roses
7 is managed by Team Brazil".

8 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 54:

9 Admitted.

10
11 REQUEST FOR ADMISSION No. 55:

12 PLEASE ADMIT that YOU are insured by Co/Action Specialty Insurance
13 Group.

14 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 55:

15 Denied.

16
17 REQUEST FOR ADMISSION No. 56:

18 PLEASE ADMIT that YOU, at one time, had insurance coverage with
19 Co/Action Specialty Insurance Group.

20 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 56:

21 Admitted.

22
23 REQUEST FOR ADMISSION No. 57:

24 PLEASE ADMIT that YOU have insurance PERTAINING TO copyright
25 infringement.

26 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 57:

27 Denied.

28 //

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1 REQUEST FOR ADMISSION No. 58:

2 PLEASE ADMIT that YOU received financial benefits or profits from using
3 THE WORK IN QUESTION.

4 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 58:

5 Denied.

6
7 REQUEST FOR ADMISSION No. 59:

8 PLEASE ADMIT that YOU continued to use THE WORK IN QUESTION
9 after being informed that your use was unauthorized.

10 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 59:

11 Denied.

12
13 REQUEST FOR ADMISSION No. 60:

14 PLEASE ADMIT that YOU did not take any steps to seek authorization
15 from DEFENDANT after being informed that your use was unauthorized.

16 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 60:

17 Plaintiffs have an irrevocable license to use the photographs Defendant was
18 paid to take so there was no requirement to “seek authorization.”

19
20 REQUEST FOR ADMISSION No. 61:

21 PLEASE ADMIT that YOU did not conduct a reasonable investigation to
22 determine whether your use of THE WORK IN QUESTION was authorized.

23 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 61:

24 Denied.

25
26 REQUEST FOR ADMISSION No. 63:

27 PLEASE ADMIT that YOU took steps to conceal your use of THE WORK
28 IN QUESTION from KATARINA BENZOVA or the public.

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1 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 63:

2 Denied.

3
4 REQUEST FOR ADMISSION No. 64:

5 PLEASE ADMIT that YOU took steps to conceal your use of any
6 photograph of the band GUNS N' ROSES taken by KATARINA BENZOVA from
7 DEFEDANT or the public.

8 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 64:

9 Denied.

10
11 REQUEST FOR ADMISSION No. 66:

12 PLEASE ADMIT that YOU distributed or displayed THE WORK IN
13 QUESTION without the original CMI.

14 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 66:

15 Denied.

16
17 REQUEST FOR ADMISSION No. 67:

18 PLEASE ADMIT that YOU have been involved in prior disputes or
19 litigation concerning copyright infringement.

20 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 67:

21 Denied.

22
23 REQUEST FOR ADMISSION No. 68:

24 PLEASE ADMIT, in October of 2022, FERNANDO LEBEIS stated to
25 KATARINA BENZOVA that the DOCUMENT entitled "10.25.2022- Katarina
26 Benzova"-had been "partnership approved".

27 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 68:

28 Responding Party is informed and believes Fernando Lebeis did not state to

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Defendant that the document had been “partnership approved.”

REQUEST FOR ADMISSION No. 69:

PLEASE ADMIT that DEFENDANT did not sign the document entitled “10.25.2022-Katarina Benzova”.

FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 69:

Admitted that Responding Party did not receive a signed copy of the document from Defendant.

REQUEST FOR ADMISSION No. 70:

PLEASE ADMIT all the photographs contained in VA 2-332-042, VA 2-335-573, and VA-2-335-574 were created after October 3, 2021.

FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 70:

Responding Party lacks sufficient information to admit or deny the request.

REQUEST FOR ADMISSION No. 74:

PLEASE ADMIT that YOU did not own the camera on which the all photographs contained in VA 2-332-042, VA 2-335-573, and VA-2-335-574 were created.

FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 74:

Admitted.

REQUEST FOR ADMISSION No. 77:

PLEASE ADMIT that YOU have never sought permission from KATARINA BENZOVA to use any of the photographs contained in VA 2-332-042, VA 2-335-573, and VA-2-335-574

FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 77:

Denied. Defendant entered into agreements with Plaintiffs pursuant to which

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1 it was understood Plaintiffs owned all copyright interests in the photographs
2 Defendant was paid to take.

3
4 REQUEST FOR ADMISSION No. 78:

5 PLEASE ADMIT that FERNANDO LEBEIS has received a massage from
6 Sabrina Okomata.

7 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 78:

8 Admit.

9
10 REQUEST FOR ADMISSION No. 79:

11 PLEASE ADMIT that YOU have not notified third parties of the true
12 ownership of THE WORK IN QUESTION.

13 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 79:

14 Defendant entered into agreements with Plaintiffs pursuant to which it was
15 understood Plaintiffs owned all copyright interests in the photographs Defendant
16 was paid to take. To the extent the works made for hire agreements are not
17 enforceable, Plaintiffs have an irrevocable license to use the photographs.

18
19 REQUEST FOR ADMISSION No. 80:

20 PLEASE ADMIT that GUNS N ROSES have been involved in lawsuits that
21 PERTAIN TO copyright infringement prior to this suit.

22 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 80:

23 Admitted the band Guns N' Roses was involved in a previous lawsuit
24 involving copyright infringement allegations.

25
26 REQUEST FOR ADMISSION No. 81:

27 PLEASE ADMIT that GUNS N ROSES have been involved in lawsuits that
28 PERTAIN TO trademark infringement prior to this suit.

1 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 81:

2 Admitted the band Guns N' Roses was involved in a previous lawsuit
3 involving Lanham Act violation allegations.

4
5 REQUEST FOR ADMISSION No. 82:

6 PLEASE ADMIT that FERNANDO LEBEIS has tried to kiss KATARINA
7 BENZOVA since 2016.

8 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 82:

9 Admitted Fernando Lebeis and Defendant kissed each other as friends.
10 Denied Fernando Lebeis "tried to kiss" Defendant in any improper manner.

11
12 REQUEST FOR ADMISSION No. 83:

13 PLEASE ADMIT that FERNANDO LEBEIS drove with KATARINA
14 BENZOVA alone in his car in Los Angeles.

15 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 83:

16 Admit.

17
18 REQUEST FOR ADMISSION No. 84:

19 PLEASE ADMIT that PLAINTIFFS had no employee handbook from 2010
20 to 2022.

21 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 84:

22 Admitted.

23
24 REQUEST FOR ADMISSION No. 85:

25 PLEASE ADMIT that PLAINTIFFS have no human resources development
26 to handle sexual harassment or discrimination complaints.

27 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 85:

28 Admitted Responding Party does not have a human resources department.

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1 REQUEST FOR ADMISSION No. 86:

2 PLEASE ADMIT that PLAINTIFFS never disseminated to DEFENDANT
3 any literature or information regarding discrimination, sexual harassment, or on
4 what to do if and when any such conduct occurred.

5 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 86:

6 Admitted.

7
8 REQUEST FOR ADMISSION No. 87:

9 PLEASE ADMIT, from January 2010 to October 2022 PLAINTIFFS, never
10 disseminated to any employee or independent contractor any literature or
11 information regarding discrimination, sexual harassment, or on what to do if and
12 when any such conduct occurred.

13 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 87:

14 Admitted.

15
16 REQUEST FOR ADMISSION No. 88:

17 PLEASE ADMIT that FERNANDO LEBEIS told KATARINA BENZOVA,
18 in October 2022, that “budgetary concerns” were the reason her services would not
19 be used.

20 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 88:

21 Admitted Fernando Lebeis told Defendant that finances were the reason
22 Defendant’s services would not be used for a run of concerts.

23
24 REQUEST FOR ADMISSION No. 90:

25 PLEASE ADMIT that YOU did not sign the 2021 contract presented to
26 KATARINA BENZOVA on August 27, 2021.

27 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 90:

28 Admitted.

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1 REQUEST FOR ADMISSION No. 91:

2 PLEASE ADMIT that YOU wrote 2021 contract presented to KATARINA
3 BENZOVA on August 27, 2021.

4 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 91:

5 Admit.

6
7 REQUEST FOR ADMISSION No. 94:

8 PLEASE ADMIT that GUNS N' ROSES had a leg of a tour that lasted from
9 August 1- October 3 2021.

10 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 94:

11 Admitted Guns N' Roses had concerts during that timeframe.

12
13 REQUEST FOR ADMISSION No. 95:

14 PLEASE ADMIT that YOU had access to the photographs that are
15 contained within registrations VA 2-332-042, VA 2-335-573, and VA-2-335-574
16 through a Dropbox.

17 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 95:

18 Responding Party lacks sufficient information at this time to admit or deny
19 whether it had access to every photograph within the registrations.

20
21 REQUEST FOR ADMISSION No. 104:

22 PLEASE ADMIT that YOU knew the date of creation of each of THE
23 WORK IN QUESTION prior filing this suit.

24 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 104:

25 Denied.

26
27 REQUEST FOR ADMISSION No. 105:

28 PLEASE ADMIT that YOU HAVE no express license agreement of THE

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1 WORK IN QUESTION that explicitly states the terms of the license.

2 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 105:

3 Admitted the parties did not enter into a written agreement entitled “License
4 Agreement,” but the parties did enter into written agreements with works made for
5 hire provisions stating Plaintiffs would own all copyright interests in the
6 photographs Defendant was paid to take that, to the extent the works made for hire
7 provisions are not enforceable, dictate the terms of the license.

8
9 REQUEST FOR ADMISSION No. 106:

10 PLEASE ADMIT that YOU do not have an exclusive license to THE
11 WORK IN QUESTION.

12 FURTHER RESPONSE TO REQUEST FOR ADMISSION NO. 106:

13 The parties entered into written agreements with works made for hire
14 provisions stating Plaintiffs would own all copyright interests in the photographs
15 Defendant was paid to take. To the extent the works made for hire provisions are
16 not enforceable, Plaintiffs have an irrevocable, non-exclusive license to use the
17 photographs Benzova was paid to take.

18 Dated: April 30, 2025

GUTMAN LAW

19 By: */s/ John Juenger*
20 Attorneys for Plaintiffs and Counter-
21 Defendants GUNDAM TOURING
22 SERVICES US, LLC, GUNDAM
23 PRODUCTIONS, LLC and WATERHEAD
24 INTERNATIONAL, INC. and Third-Party
25 Defendant TEAM BRAZIL
26 MANAGEMNT, INC.
27
28

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not party to the within action; my business address is 1230 Rosecrans Avenue, Suite 300, Manhattan Beach, CA 90266.

On April 30, 2025 I served the foregoing document described as **PLAINTIFF GUNDAM PRODUCTIONS, LLC'S FURTHER RESPONSE TO DEFENDANT KATARINA BENZOVA'S REQUEST FOR ADMISSION, SET ONE** on all interested parties in this action as follows:

Zach Rosenblatt
ZSR Law
406 Broadway, #125
Santa Monica, CA 90401
Telephone: 310-529-1213
Email: zachrosenblatt@gmail.com

☐ BY MAIL: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Manhattan Beach, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY PRIORITY MAIL EXPRESS: I caused the envelope to be deposited in a mailbox, regularly maintained by the United States Postal Service for receipt of express mail, with priority mail express postage paid.


☒ E-MAIL: I transmitted the document to which this is attached via email to the email addresses listed above.

☐ BY PERSONAL SERVICE: I caused the envelope to be delivered by hand to the offices of the addressee.

☐ BY FACSIMILE TRANSMITTAL: I sent by facsimile the above document on at .m. to the facsimile machine number identified above.

Executed on April 30, 2025 at Manhattan Beach, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



John Juenger